



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: March 6, 2017

MEMO TO: Carol Calabresa, Chair
Planning Committee

Agenda Item# 9.8

FROM: Randall L. Seebach
Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with the County of Lake for the dedication of right-of-way for Cedar Lake Road improvements and the construction of a trail connection at Nippersink Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Leadership, Conservation, Public Access and Connections

FINANCIAL DATA: Execution of this IGA will provide the District with approximately \$1.1 million in public access and site restoration improvements.

BACKGROUND: The Lake County Division of Transportation (LCDOT) is nearing completion of final engineering for the planned improvements to Cedar Lake Road between IL Route 120 and Nippersink Road, which will include the eventual widening of the of the existing road to five lanes through the Village of Round Lake. As part of the planned improvements, LCDOT will construct an 8-foot wide multi-use path on the east side of Cedar Lake Road and crosswalk improvements to the intersection of IL Route 120 and Cedar Lake Road to allow for safe pedestrian and bicycle access to Nippersink Forest Preserve.

As part of the planned road improvements, LCDOT is requesting that the District dedicate to LCDOT 4.2 acres of additional right of way on the west side of Cedar Lake Road for the road widening and grant a temporary license to access an additional 0.2 acres for grading purposes. In return for dedicating the additional right of way and issuing the temporary license, LCDOT will (1) construct a 3/4 –mile ten foot wide multi-use trail connecting the existing trails at Nippersink Forest Preserve to the intersection of IL Route 120 and Cedar Lake Road at no cost to the District and (2) within the former RV sales and storage facility within Nippersink Forest Preserve, remove approximately 6.32 acres of existing impervious surfacing; remove a block retaining wall, chain-link fencing, gates and light poles; re-grade the site to a more natural appearance; and seed the entire area with native seed at no cost to the District.

Construction is expected to begin in early summer 2017 with an anticipated completion in fall 2017.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE FOR CEDAR LAKE ROAD
AND NIPPERSINK FOREST PRESERVE IMPROVEMENTS**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns property that is adjacent to Cedar Lake Road in Lake County, Illinois, known as the Nippersink Forest Preserve (the “Preserve”); and

WHEREAS, the District desires to construct a multi-use trail to connect the existing trails at the Preserve to the planned multi-use path along Cedar Lake Road and the County desires to construct road improvements to Cedar Lake Road (the “Project”), and requires access to the Property in order to construct the Project, which requires the District to grant the County a dedicated right-of-way and a temporary license; and

WHEREAS, an Intergovernmental Agreement between the District and the County (the “Agreement”), in substantially the form attached to this Resolution, will allow for (i) the District to dedicate 4.0 acres of right-of-way to the County that is needed for the Project, (ii) the County to construct the District’s multi-use trail within the Preserve and right-of-way, (iii) to restore a portion of the Preserve that was previously used for a recreational vehicle sales and storage facility , and (iv) for the District to operate and maintain the multi-use trail; and

WHEREAS, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1 et seq. (the “Transfer Act”), on March 14, 2017, the County of Lake adopted an ordinance declaring that it is necessary and convenient for the County to use, occupy, or improve a portion of the Preserve in the making of public improvements related to the Project; and

WHEREAS, the Board of Commissioners of the District desire, pursuant to the Transfer Act and this Resolution, to authorize the conveyance of a portion of the Preserve to the County in accordance with the terms of the Agreement; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and the County, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District and the County, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law;

WHEREAS, it is in the best interests of the District to approve the Agreement with the County and to dedicate a portion of the Property to the County pursuant to a plat of dedication in substantially the form attached hereto (the “Plat”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Authorization of Conveyance. The conveyance of the Subject Property to the County in accordance with the Transfer Act and the Agreement is hereby approved and authorized.

Section 3. Approval of the Agreement. The Agreement is hereby approved in substantially the form attached hereto. The President and Secretary of the District are authorized and directed to execute on behalf of the District the Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by the Agreement, including, without limitation, the conveyance of the Property .

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2017

AYES:

NAYS:

APPROVED this _____ day of _____, 2017

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT
FOR A HIGHWAY IMPROVEMENT PROJECT ALONG CEDAR LAKE ROAD
(COUNTY HIGHWAY 28) INCLUDING THE CONSTRUCTION OF A
MULTI-USE PATH, DEDICATION OF RIGHT-OF-WAY, GRANTING OF A
TEMPORARY EASEMENT AND TEMPORARY LICENSE, AND PARTIAL
MODIFICATION OF THE NIPPERSINK FOREST PRESERVE**

THIS AGREEMENT, entered into this _____ day of _____, A.D. 20 ____, (hereinafter EFFECTIVE DATE) by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board (hereinafter COUNTY), and the LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners (hereinafter DISTRICT) (the COUNTY and the DISTRICT are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT),

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway and related improvements along Cedar Lake Road (County Highway 28) from Illinois Route 120 to Nippersink Road (hereinafter IMPROVEMENT); and,

WHEREAS, the IMPROVEMENT shall include, but not be limited to, the reconstruction and widening of Cedar Lake Road, curb and gutter, storm drainage improvements, construction of non-motorized travel accommodations including, but not limited to, the MULTI-USE PATH (as defined herein) on DISTRICT property adjacent to Cedar Lake Road, commonly known as the Nippersink Forest Preserve (herein after PRESERVE), and modification of a portion of the PRESERVE; and,

WHEREAS, the IMPROVEMENT shall be referred to as County Section 08-00065-02-RS; and,

WHEREAS, the COUNTY has, and will continue to have, maintenance and jurisdictional authority over Cedar Lake Road; and,

WHEREAS, the IMPROVEMENT and its approximate limits associated with the PRESERVE are generally depicted on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the DISTRICT desires that the COUNTY construct a multi-use path, as part of the IMPROVEMENT, within the PRESERVE and within a portion of the Cedar Lake Road right-of-way (hereinafter MULTI-USE PATH); and,

WHEREAS, the MULTI-USE PATH is generally depicted on EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY and the DISTRICT further desire to modify a portion of the PRESERVE to provide a more natural terrain, said modification work (hereinafter MODIFICATION WORK) will include, without limitation, (1) the DISTRICT, by itself or through a contractor, (a) demolishing and removing the existing building, depicted as Existing Building on EXHIBIT C (hereinafter EXISTING BUILDING), and the concrete slab for the EXISTING BUILDING, (b) removing or causing Commonwealth Edison to disconnect and remove the existing overhead electrical wires (hereinafter COM ED FACILITIES) generally depicted on EXHIBIT C , (c) removing or causing Nicor Gas Company to disconnect gas service and remove gas meter and abandon existing underground gas lines, (d) sealing or causing to be sealed/removed, the water well, and (e) removing or causing to be removed or abandoned in place, the septic tank and septic field (hereinafter the DISTRICT MODIFICATION WORK) and (2) the COUNTY, through a contractor, (a) completing certain earthwork and grading, (b) removing impervious areas, including pavement, gravel, asphalt, parking areas, entrance drive and concrete propane tank slab (hereinafter EXISTING IMPERVIOUS AREA), (c) removing existing site improvements (including light poles and fixtures, steel bollards, chain link fencing and gates, utility poles and other above ground utilities (except for the COM ED FACILITIES)), outdoor storage facilities, concrete block retaining wall, and other miscellaneous debris, (d) removing vegetation, (e) installation of seeding and planting of trees to provide a more natural appearance on the PRESERVE in accordance with the contract specifications (hereinafter COUNTY MODIFICATION WORK); and,

WHEREAS, the MODIFICATION WORK area is generally depicted on EXHIBIT D to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the COUNTY estimates that, by constructing the IMPROVEMENT it will create 2.25 Acres of new impervious surface (hereinafter NEW IMPERVIOUS AREA) and that the MODIFICATION WORK will remove 6.32 Acres of EXISTING IMPERVIOUS AREA, thus resulting in EXISTING IMPERVIOUS AREA credits totaling 4.07 acres (hereinafter IMPERVIOUS

AREA CREDITS) that it desires to use to comply with stormwater regulations of the Lake County Stormwater Management Commission (hereinafter LCSMC) applicable to the IMPROVEMENT; and,

WHEREAS, the DISTRICT has made past modifications on the PRESERVE, and has been advised by LCSMC that the DISTRICT has (1) 3.17 acres of additional impervious area credits from prior removal of impervious areas within the PRESERVE (hereinafter BANKED CREDITS) and (2) 0.54 acre-feet of available compensatory storage credits (hereinafter STORAGE CREDITS) on the PRESERVE from past modifications to the PRESERVE (the BANKED CREDITS and STORAGE CREDITS are, collectively, the EXISTING CREDITS); and,

WHEREAS, the EXISTING CREDITS are located within the Squaw Creek Watershed; and,

WHEREAS, the COUNTY anticipates that it will make future transportation-related improvements along and in the area of Cedar Lake Road (hereinafter FUTURE IMPROVEMENTS) and within the Squaw Creek Watershed; and,

WHEREAS, the COUNTY desires that the DISTRICT convey to the COUNTY the rights that the DISTRICT has, if any, to use the EXISTING CREDITS, for future use solely by the COUNTY, for the COUNTY'S future stormwater detention and compensatory storage needs associated with FUTURE IMPROVEMENTS, with the use of the EXISTING CREDITS being subject to approval by all governmental agencies with jurisdiction, including LCSMC; and,

WHEREAS, the COUNTY has retained Crawford, Murphy and Tilly, Inc. (the CONSULTANT) to design and engineer the IMPROVEMENT; and,

WHEREAS, the CONSULTANT has prepared and provided to the DISTRICT near-final plans, specifications, and special provisions dated February 17, 2017, depicting the IMPROVEMENT, and the cover sheet to said plans is attached hereto as EXHIBIT E and, by this reference, such plans, specifications, and special provisions are incorporated into THIS AGREEMENT (the 95% PLANS); and,

WHEREAS, the 95% PLANS include the MULTI-USE TRAIL and the MODIFICATION WORK; and,

WHEREAS, the COUNTY desires that, in order to construct the IMPROVEMENT, the DISTRICT (1) dedicate to the COUNTY, for right-of-way purposes, fee simple interest in that portion of the PRESERVE depicted as Parcel 002 on the Plat of Highways (hereinafter PLAT)

attached to and hereby made a part of THIS AGREEMENT as EXHIBIT F (hereinafter RIGHT-OF-WAY PROPERTY) and (2) grant to the COUNTY a temporary easement (hereinafter TEMPORARY EASEMENT) within that portion of the PRESERVE depicted as Parcel 002 TE on the PLAT (hereinafter TEMPORARY EASEMENT PROPERTY); and,

WHEREAS, the RIGHT-OF-WAY PROPERTY and the TEMPORARY EASEMENT PROPERTY are legally described on EXHIBIT G to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, once the RIGHT-OF-WAY PROPERTY is dedicated to the COUNTY, said RIGHT-OF-WAY PROPERTY shall be added to the Lake County Highway System, and the COUNTY shall have the unrestricted right to use said RIGHT-OF-WAY PROPERTY for roadway purposes, including, but not limited to, the construction and maintenance of the IMPROVEMENT and any future COUNTY roadway improvement projects deemed necessary and appropriate in the sole and exclusive judgment of the COUNTY's County Engineer (hereinafter COUNTY ENGINEER); and,

WHEREAS, the COUNTY shall thereafter administer the use of said RIGHT-OF-WAY PROPERTY pursuant to its published ordinances; and,

WHEREAS, the parties enter into this AGREEMENT pursuant to the authority provided in the Constitution of the State of Illinois, Article VII, Section 10, which provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance, the Counties Code, 55 ILCS 5/1-1001 et seq., the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq.; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the COUNTY and the DISTRICT agree as follows:

SECTION I.
Recitals/Headings

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. The Section "headings" contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs, and words of THIS AGREEMENT shall control.

SECTION II.

The Design and Construction of the IMPROVEMENT and Maintenance of the MULTI-USE PATH and MODIFCATION WORK

1. The COUNTY shall cause CONSULTANT to prepare the necessary surveys, design engineering plans, specifications, drawings, and contract letting documents for the IMPROVEMENT that substantially comply with the 95% PLANS (the DRAFT FINAL PLANS) in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, without reimbursement from the DISTRICT. The COUNTY ENGINEER shall provide the DISTRICT's Executive Director (hereinafter EXECUTIVE DIRECTOR) with the opportunity to review, comment on, and approve the DRAFT FINAL PLANS with respect to the MULTI-USE PATH and MODIFICATION WORK before commencement of the construction of the MULTI-USE PATH and the MODIFICATION WORK. Said approval of the DRAFT FINAL PLANS by the EXECUTIVE DIRECTOR shall not be unreasonably withheld. When approved by both the COUNTY ENGINEER and the EXECUTIVE DIRECTOR, the DRAFT FINAL PLANS will be the APPROVED FINAL PLANS.

2. The COUNTY, through LCDOT, shall let and award one or more construction contracts for the IMPROVEMENT to the lowest responsible bidder or bidders, requiring the bidder or bidders (collectively, CONTRACTOR) to complete the IMPROVEMENT, including the MULTI-USE TRAIL and the COUNTY MODIFICATION WORK (but not the DISTRICT MODIFICATION WORK) in accordance with the APPROVED FINAL PLANS (hereinafter CONSTRUCTION CONTRACT). After the COUNTY receives bids for the CONSTRUCTION CONTRACT, but prior to awarding the CONSTRUCTION CONTRACT, the COUNTY shall send the DISTRICT written notice identifying the bidders and the amounts of their bids and provide the DISTRICT with an opportunity to provide comments to the COUNTY regarding the qualifications, experience, and capabilities of the bidders; however, the COUNTY'S decision on the award of the CONSTRUCTION CONTRACT shall be binding and conclusive. As of this writing, the anticipated letting date for the IMPROVEMENT is April 18, 2017. (The letting date is subject to change, without notice to the DISTRICT and is dependent upon project readiness and the availability of project funding.)

3. The DISTRICT shall cause the DISTRICT MODIFICATION WORK to be completed by August 31, 2017. However, if the CONTRACTOR, as part of the completion of the IMPROVEMENT, desires the use of any existing facilities scheduled for removal as part of the DISTRICT MODIFICATION WORK, the DISTRICT may negotiate with the

CONTRACTOR the procedures and final date for the completion of such DISTRICT MODIFICATION WORK.

4. The COUNTY shall (1) cause the CONTRACTOR to construct the IMPROVEMENT, including the MULTI-USE PATH and the COUNTY MODIFICATION WORK, in accordance with the APPROVED FINAL PLANS and (2) perform, or cause to be performed, construction engineering supervision services for the IMPROVEMENT in accordance with LCDOT procedures and requirements, without reimbursement from the DISTRICT. The COUNTY will provide written notice to the DISTRICT of the date upon which the CONTRACTOR will commence construction of the IMPROVEMENT. The COUNTY shall provide additional notice as provided in Section III.6. The COUNTY shall cause the MULTI-USE TRAIL and the COUNTY MODIFICATION WORK to be completed within 60 months after the COUNTY awards the CONSTRUCTION CONTRACT to the CONTRACTOR and the CONTRACTOR executes the CONSTRUCTION CONTRACT and delivers the STATUTORY BONDS to the COUNTY.
5. In the CONSTRUCTION CONTRACT, the COUNTY shall (1) require the CONTRACTOR, and each of its subcontractors, to name the DISTRICT as an additional insured on any liability coverage required pursuant to the CONSTRUCTION CONTRACT with respect to any work on the IMPROVEMENT performed within the PRESERVE, (2) require the CONTRACTOR to post the required performance and labor and material payment bonds, as required by the Illinois Public Construction Bond Act, and (3) require the CONTRACTOR, and each subcontractor, to indemnify, defend, and hold and save harmless the DISTRICT its officers, officials, employees, volunteers, and agents against any claims, costs, causes, actions and expenses asserted against the DISTRICT and resulting or alleged to result directly or indirectly from CONTRACTOR'S, or such subcontractor's, negligent acts or omissions related to the construction of the IMPROVEMENT.
6. The DISTRICT must submit to the COUNTY, for the COUNTY's approval, an executed LOCAL AGENCY UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter LOCAL AGENCY ACCEPTANCE FORM) by April 1, 2017 for the segment of MULTI-USE PATH work within the right-of-way to be maintained by the DISTRICT. The approval of the LOCAL AGENCY ACCEPTANCE FORM shall not be unnecessarily withheld by the COUNTY. The COUNTY agrees to process and approve the LOCAL AGENCY ACCEPTANCE FORM at no cost to the DISTRICT.
7. Upon completion of the IMPROVEMENT, notice from the COUNTY, and acceptance of

the MULTI-USE PATH by the COUNTY (in accordance with the CONSTRUCTION CONTRACT) and the DISTRICT, the DISTRICT shall maintain the MULTI-USE PATH, including the segment located on DISTRICT-owned property and the segment of MULTI-USE PATH located within the right-of-way west of the center line of Cedar Lake Road in perpetuity without reimbursement by the COUNTY, including making changes or revisions to the segment of MULTI-USE PATH located within the right-of-way west of the center line of Cedar Lake Road that are made necessary because of any future improvements within such right-of-way that are made by the COUNTY. The COUNTY will not have any obligation to maintain said MULTI-USE PATH constructed as a part of this IMPROVEMENT. Absent an emergency situation, the DISTRICT shall maintain the segment of MULTI-USE PATH located within the COUNTY highway right-of-way west of the center line of Cedar Lake Road in accordance with the LOCAL AGENCY ACCEPTANCE FORM during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.

8. The DISTRICT shall complete, or cause completion, of the DISTRICT MODIFICATION WORK, without reimbursement from the COUNTY, and shall notify the COUNTY ENGINEER upon completion thereof.
9. Following acceptance of the MODIFICATION WORK, as defined in the 95% PLANS, the DISTRICT shall own and maintain all vegetation planted as a part of the COUNTY MODIFICATION WORK, without reimbursement from the COUNTY.

SECTION III.

Dedication of RIGHT-OF-WAY and Granting of a TEMPORARY EASEMENT and TEMPORARY LICENSE

1. The COUNTY shall prepare, or cause to be prepared, all necessary documents for the DISTRICT'S conveyance of the RIGHT-OF-WAY PROPERTY to the COUNTY and the DISTRICT'S grant of the TEMPORARY EASEMENT to the COUNTY within the TEMPORARY EASEMENT PROPERTY, without reimbursement from the DISTRICT (hereinafter REAL ESTATE CONVEYANCE DOCUMENTS). The REAL ESTATE CONVEYANCE DOCUMENTS will include without limitation any appraisals, the PLAT, deeds and legal descriptions that may be necessary to acquire and convey those rights-of-way or easements, either permanent or temporary. Provided they are consistent with THIS AGREEMENT, and have been approved by the EXECUTIVE DIRECTOR (which approval will not be unreasonably withheld) the DISTRICT shall execute and return to the COUNTY ENGINEER the REAL ESTATE CONVEYANCE DOCUMENTS submitted to the EXECUTIVE DIRECTOR by the COUNTY ENGINEER within ten (10) working days after receipt.

2. After the DISTRICT approves the REAL ESTATE CONVEYANCE DOCUMENTS, the DISTRICT shall execute the REAL ESTATE CONVEYANCE DOCUMENTS and thereby shall (1) dedicate the RIGHT-OF-WAY PROPERTY to the COUNTY, for public roadway purposes and (2) grant a TEMPORARY EASEMENT within the TEMPORARY EASEMENT PROPERTY to the COUNTY, for construction purposes, without reimbursement from the COUNTY.
3. The term of the TEMPORARY EASEMENT shall commence upon the execution of the REAL ESTATE CONVEYANCE DOCUMENTS by the DISTRICT and end on (i) if the COUNTY awards a CONSTRUCTION CONTRACT on or prior to January 1, 2022, the earlier of (a) the completion of the IMPROVEMENT and acceptance of the IMPROVEMENT by the COUNTY in accordance with the CONSTRUCTION CONTRACT and (b) the date that is three years after the award of the CONSTRUCTION CONTRACT and (ii) January 1, 2022, if the COUNTY has not awarded a CONSTRUCTION CONTRACT for the IMPROVEMENT on or before that date. However, the EXECUTIVE DIRECTOR and the COUNTY ENGINEER may mutually agree in writing to extend the term of the TEMPORARY EASEMENT to a date not more than ten years after the EFFECTIVE DATE.
4. Upon the expiration of the TEMPORARY EASEMENT, neither the COUNTY nor any of its officers, agents, or employees, or the CONTRACTOR shall have any further right to enter upon or across the TEMPORARY EASEMENT, and upon such expiration, the COUNTY shall immediately vacate and discontinue, and cause the CONTRACTOR to vacate and discontinue, all use of the PROPERTY otherwise permitted hereunder.
5. The DISTRICT hereby grants and conveys to the COUNTY, for its use and for the use of its officers, agents, and employees, and the CONTRACTOR, a non-exclusive license to use that portion of the PRESERVE generally depicted on EXHIBIT H to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof (hereinafter LICENSED PREMISES) for the sole and limited purpose of constructing the IMPROVEMENT (hereinafter TEMPORARY LICENSE).
6. The work to construct the portion of the IMPROVEMENT within the PRESERVE shall be confined entirely within the LICENSED PREMISES. The COUNTY shall provide written notice to the DISTRICT at least seven (7) days in advance of the initial use of the LICENSED PREMISES in order for the DISTRICT to review safety and other requirements with the COUNTY.

7. The COUNTY shall cause any DISTRICT property that is damaged by the CONTRACTOR or any of CONTRACTOR's subcontractors to be restored to its condition existing prior to such damage in accordance with DISTRICT requirements. The COUNTY shall consult with the DISTRICT prior to initiating such restoration activities.
8. The term of the TEMPORARY LICENSE shall commence on the EFFECTIVE DATE and end on (i) if the COUNTY awards a CONSTRUCTION CONTRACT prior to January 1, 2022, the earlier of (a) the completion of the IMPROVEMENT and acceptance of the IMPROVEMENT by the COUNTY in accordance with the CONSTRUCTION CONTRACT and (b) the date that is three years after the award of the CONSTRUCTION CONTRACT and (ii) January 1, 2022, if the COUNTY has not awarded a CONSTRUCTION CONTRACT for the IMPROVEMENT on or before that date. However, the EXECUTIVE DIRECTOR and the COUNTY ENGINEER may mutually agree in writing to extend the term of the TEMPORARY LICENSE to a date not more than ten years after the EFFECTIVE DATE.
9. Upon the expiration of the TEMPORARY LICENSE, neither the COUNTY nor any of its officers, agents, or employees, or the CONTRACTOR shall have any further right to enter upon or across the LICENSED PREMISES, and upon such expiration, the COUNTY shall immediately vacate and discontinue, and cause the CONTRACTOR to vacate and discontinue, all use of the LICENSED PREMISES otherwise permitted hereunder.
10. The DISTRICT shall have and retain all rights to use and occupy the LICENSED PREMISES, provided that said use and/or occupancy does not prohibit or adversely impact the establishment or existence of the COUNTY's IMPROVEMENT. Without limiting the preceding sentence, the DISTRICT may allow the CONTRACTOR to use the EXISTING BUILDING or the LICENSED PREMISES for staging and other construction activities. The activities of COUNTY shall not unreasonably interfere with the DISTRICT's use and occupancy of the LICENSED PREMISES.
11. The parties acknowledge that the LICENSED PREMISES is the property of the DISTRICT and that the TEMPORARY LICENSE is a contractual right only and does not create an easement, a leasehold, or any other real property rights in the LICENSED PREMISES.

SECTION IV.

Transfer of EXISTING CREDITS from the DISTRICT to the COUNTY;

Status of IMPERVIOUS AREA CREDITS and EXISTING CREDITS

1. The DISTRICT hereby transfers to the COUNTY all of the DISTRICT'S right, title, and interest to the IMPERVIOUS AREA CREDITS and EXISTING CREDITS, for the sole purpose of allowing the COUNTY to offset future stormwater detention and compensatory storage needs associated with the COUNTY'S FUTURE IMPROVEMENTS, without reimbursement from the COUNTY.
2. The COUNTY'S use of the IMPERVIOUS AREA CREDITS and EXISTING CREDITS is subject to approval by all governmental agencies with jurisdiction, including LCSMC. The DISTRICT makes no representations or warranties as to whether the IMPERVIOUS AREA CREDITS or EXISTING CREDITS can be used for any purpose whatsoever.

SECTION V.
General Provisions

1. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners or agency between the parties hereto (including their elected officials, duly appointed officials, employees and agents), in any manner, whatsoever. The DISTRICT is to be and shall remain independent of the COUNTY, and the COUNTY is to be and shall remain independent of the DISTRICT, with respect to all rights and obligations under THIS AGREEMENT.
2. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. Each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. This AGREEMENT shall be deemed to take effect on the EFFECTIVE DATE, which shall be the date that the corporate authorities of both parties have approved it.

5. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. The provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
7. THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. However, no party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the express written consent and permission of the other party.
10. The COUNTY shall to the fullest extent permitted by law, hold harmless, indemnify, and defend the DISTRICT, its commissioners, officers, agents, attorneys, employees, volunteers, contractors, successors, and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property against the DISTRICT (collectively, CLAIMS), and resulting or alleged to result directly or indirectly from any negligent act or omission related to THIS AGREEMENT by the COUNTY, its employees and authorized agents, or any of their respective officers, agents, contractors, employee or representatives except to the extent any such CLAIMS arise solely from the negligent acts or willful or wanton misconduct of the DISTRICT.
11. The DISTRICT shall to the fullest extent permitted by law, hold harmless, indemnify, and defend the COUNTY, its elected officials, duly appointed officials, officers, agents, attorneys, employees, representatives, successors, and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees,

suits and damages relating to personal or bodily injuries, death or damages or injuries to property against the COUNTY (collectively, CLAIMS), and resulting or alleged to result directly or indirectly from any negligent act or omission related to THIS AGREEMENT by the DISTRICT, its employees and authorized agents, or any of their respective officers, agents, contractors, employee or representatives except to the extent any such CLAIMS arise solely from the negligent acts or willful or wanton misconduct of the COUNTY.

12. In the CONSTRUCTION CONTRACT, the COUNTY shall require the CONTRACTOR, and each of its subcontractors, to name the DISTRICT as an additional insured on any liability coverage required pursuant to the CONSTRUCTION CONTRACT with respect to any work on the IMPROVEMENT performed within the PRESERVE and require the CONTRACTOR, and each subcontractor, to hold harmless, indemnify, and defend the DISTRICT its commissioners, officers, agents, attorneys, employees, volunteers, successors, and assigns from and against any and all CLAIMS resulting or alleged to result directly or indirectly from CONTRACTOR'S, or such subcontractor's, negligent acts or omissions related to the construction of the IMPROVEMENT.
13. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
14. THIS AGREEMENT shall terminate if the COUNTY does not award the CONSTRUCTION CONTRACT by January 1, 2022.

**LAKE COUNTY
FOREST PRESERVE DISTRICT**

ATTEST:

Julie Gagnani, Secretary
Lake County Forest Preserve District

By: _____
Ann B. Maine, President

Date: _____

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board



Date: _____

EXHIBIT A

GENERAL DEPICTION OF THE IMPROVEMENT

Exhibit A

Legend

-  Forest Preserve Boundary
-  Improvement Limits



Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-8640
www.lcfd.org

Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2273

0 250 500 1,000 Feet

2015 Aerial Photo

Map Prepared 20 February 2017







EXHIBIT B

GENERAL DEPICTION OF THE MULTI-USE PATH

Exhibit B

Legend

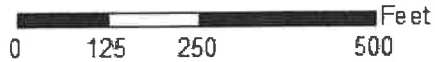
-  Forest Preserve Boundary
-  Improvement Limits
-  Existing Trails
-  Planned Multi-use Path



Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfd.org

Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2015 Aerial Photo

Map Prepared 20 February 2017



EXHIBIT C

**GENERAL DEPICTION OF EXISTING BUILDING
AND OVERHEAD ELECTRICAL WIRES**

Exhibit C

Legend

-  Forest Preserve Boundary
-  EXISTING BUILDING
-  Improvement Limits
-  Electric Lines



Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-387-2840
www.lcfpd.org

Courtesy Copy Only.
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structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60086-4267
847-377-2273

0 25 50 100 Feet

2015 Aerial Photo

Map Prepared 20 February 2017

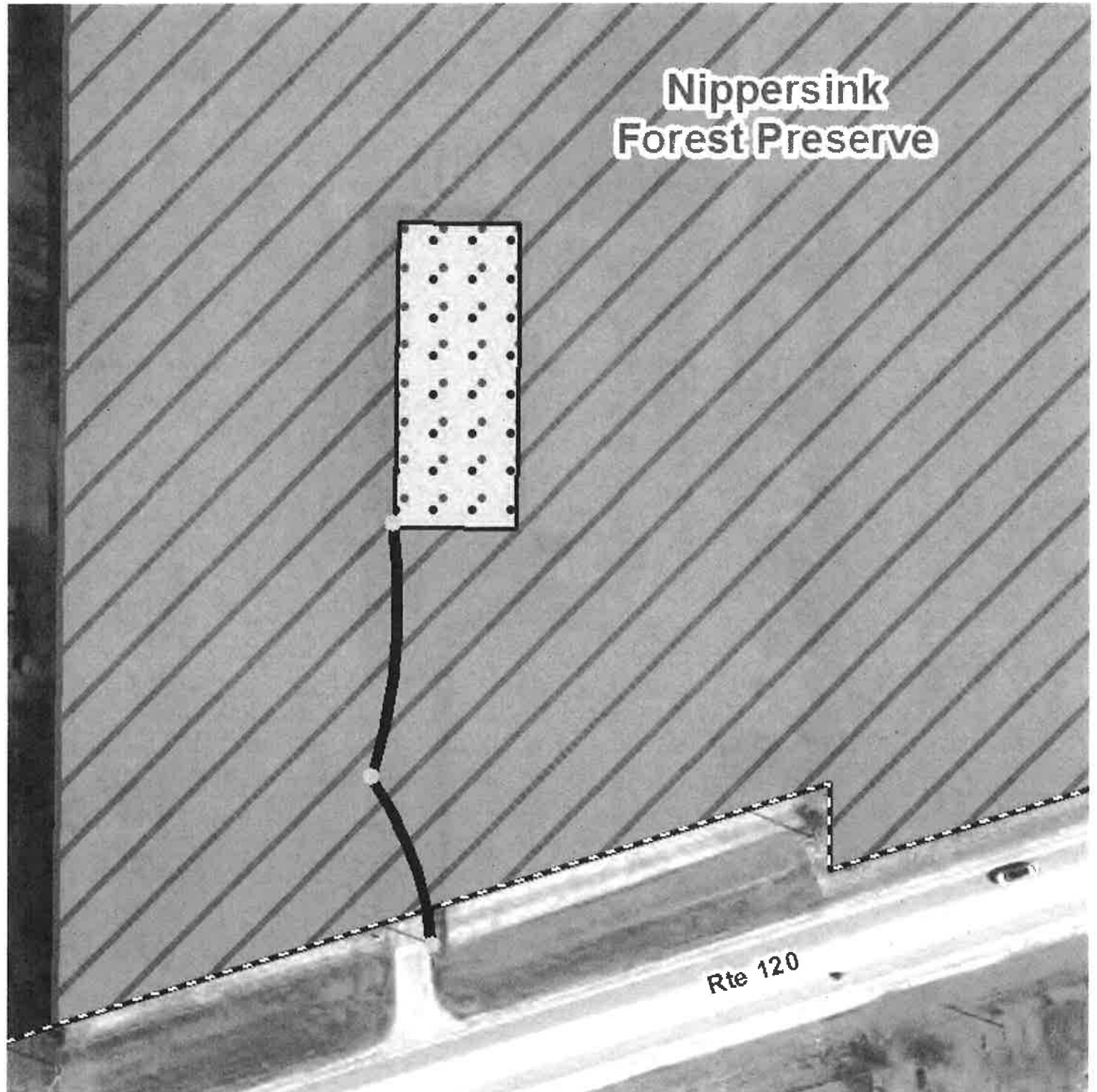


EXHIBIT D

GENERAL DEPICTION OF MODIFICATION WORK AREA

Exhibit D

Legend



Forest Preserve Boundary



EXISTING BUILDING



MODIFICATION WORK
AREA



Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfd.org

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Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60086-4357
847-377-2373

0 75 150 300 Feet

2015 Aerial Photo

Map Prepared 27 February 2017

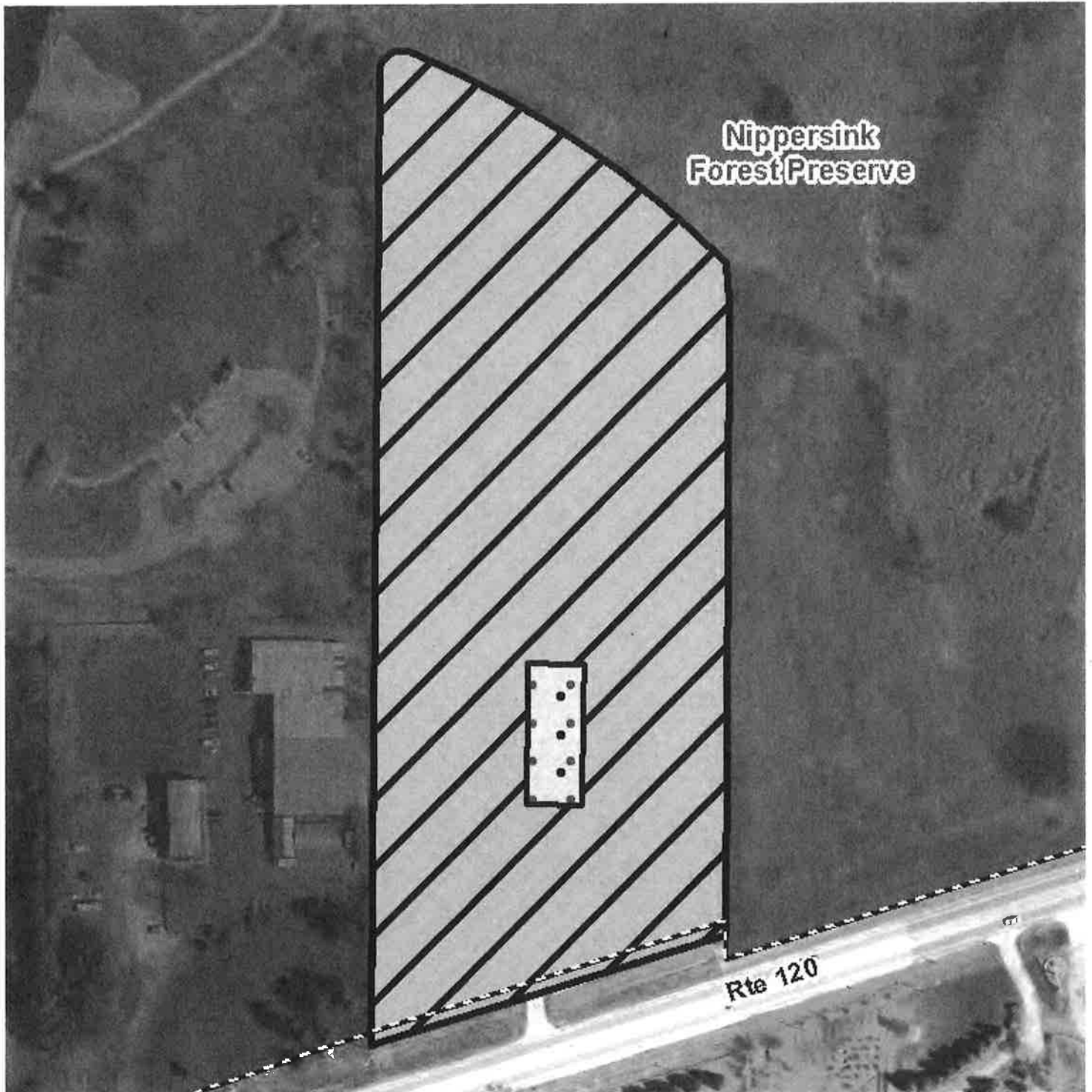


EXHIBIT E
COVER SHEET OF 95% PLANS

STATE OF ILLINOIS COUNTY OF LAKE

PLANS FOR PROPOSED CEDAR LAKE ROAD RECONSTRUCTION SECTION 08-00065-02-RS

EXHIBIT E

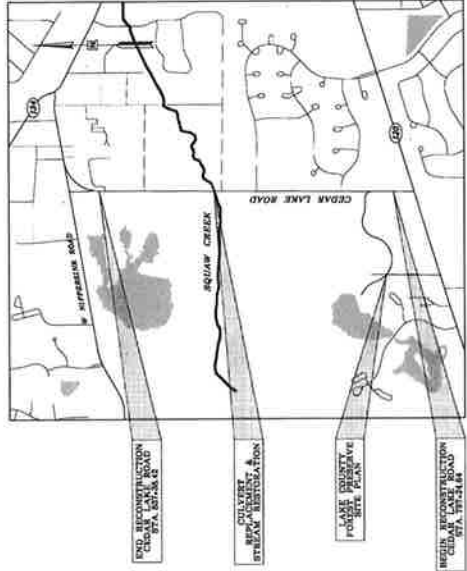
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	SUMMARY OF QUANTITIES
4	SCHEDULE OF QUANTITIES
17	REMOVAL PLAN
23	ALIGNMENT, TIES & BENCHMARKS
26	PLAN AND PROFILE - CEDAR LAKE ROAD
33	PLAN AND PROFILE - BIKE PATH
47	PLAN AND PROFILE - NIPPERSINK FOREST PRESERVE
48	PAYMENT GRADING DETAILS
52	CURB RAMP DETAILS
62	CONSTRUCTION STAGING AND TRAFFIC CONTROL PLAN
68	EROSION AND SEDIMENT CONTROL PLAN
127	DRAINAGE DETAILS - SOLWAY CREEK
166	WATERMAIN RELOCATION PLAN
175	LANDSCAPING PLAN AND ENHANCEMENT PLAN
180	PAVEMENT MARKING P-AN
189	TRAFFIC SIGNAL PLAN
199	RIGHT OF WAY PLAN
201	LAKE COUNTY STANDARD DETAILS
203	LAKE COUNTY FOREST PRESERVE STANDARD DETAILS
231	100' DISTANCE STANDARD DETAILS
232	100' DISTANCE STANDARD DETAILS
233	CROSS SECTIONS - CEDAR LAKE ROAD
338	CROSS SECTIONS - FOREST PRESERVE SITE
344	CROSS SECTIONS - FOREST PRESERVE PAH
346	CROSS SECTIONS - FOREST PRESERVE PAH

DESIGN DESIGNATION

CEDAR LAKE ROAD 100' (71) MINOR ARTERIAL L36 (P) 200
FLEXIBLE PAVEMENT DESIGN
 DATE = 4/18/2015
 YEAR OF ADT = 2039
 ANNUAL GROWTH PERCENTAGE (NON-COMPOUND) = 6.722
 GROWTH = 6.722 X 1/2 DESIGN PERIOD = 3.361
 SPECIAL ADJUSTMENTS = 4.822
 DESIGN PERIOD IN YEARS = 20
 CONSTRUCTION YEAR = 2017
 STRUCTURAL DESIGN TRAFFIC (SDT) = 60,000 (60,000) (60,000)
 SU = 32 + 510
 MU = 12 + 170
 LOAD LIMIT (72,000) (75,000) (80,000) (80,000) (80,000)
 SUBGRADE SUPPORT RATING = POOR
 FLEXIBLE TRAFFIC FACTOR (FTF) = 1.36
 DESIGN AC MIX (TEMPERATURE 175°) = 44-22
 DESIGN HMA CONCRETE MODULUS = 650 ksi
 DESIGN AC MICROSTRAIN = 98 micro-strain
 PAVEMENT THICKNESS RECOMMENDATION = 12" (12")
 SUBGRADE = 12" (12")

PROJECT LOCATION
 100N - 101E - 3RD P.M.



SET	LENGTH OF IMPROVEMENT	STATION	STATION	LENGTH (FT.)	LENGTH (MI.)
1	CEDAR LAKE ROAD	787+24.64	831+28.02	443.378	0.838

Plans Prepared By:
CMT
 Cityforce Murphy & Tilly
 1000 N. Lincoln, Chicago, IL 60610
 (773) 442-1111 / (773) 442-1112
 www.cityforce.com / www.murphy.com

Signature	Date
_____ Contractor	_____ Date
_____ Inspector	_____ Date
_____ Project Engineer	_____ Date
_____ City Engineer	_____ Date

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

FULL DEPTH PAVEMENT	MIXTURE TYPE	AIR VOIDS
HMA SURFACE COURSE, MIX "07", NTO -- 2"	4E : TO CYTRATION	4E : TO CYTRATION
HMA BINDER COURSE, IL-18.0, NTO -- 8.25"	4E : TO CYTRATION	4E : TO CYTRATION
LEVELING BINDER (MACHINE METHOD), NTO	4E : TO CYTRATION	4E : TO CYTRATION
ORILEAVE PAVEMENT	4E : TO CYTRATION	4E : TO CYTRATION
HMA SURFACE COURSE, MIX "07", NTO -- 2.5"	4E : TO CYTRATION	4E : TO CYTRATION
TEMPORARY PAVEMENT	4E : TO CYTRATION	4E : TO CYTRATION
HMA BASE COURSE, HMA BINDER IL-18.0, NTO -- 8"	4E : TO CYTRATION	4E : TO CYTRATION
SUBBOLERS	4E : TO CYTRATION	4E : TO CYTRATION
HMA SURFACE COURSE, MIX "07", NTO -- 1.5"	4E : TO CYTRATION	4E : TO CYTRATION
HMA BINDER COURSE, IL-18.0, NTO -- 4.5"	4E : TO CYTRATION	4E : TO CYTRATION

1. THE LIMIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MIXTURE QUANTITIES IS 112 LB/50 YD³/IN.
2. THE "AC" TYPE FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76-22" AND FOR NON-POLYMERIZED HMA THE "AC TYPE" SHALL BE "PG 64-22" UNLESS MODIFIED BY DISTRICT 1 SPECIAL PROVISIONS.
3. FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS.

**FOR UNDERGROUND UTILITY
 LOCATIONS, CALL
 J. U. L. I. E.
 TOLL FREE 800-892-0123**

CMT
 Lake County
 Division of Transportation

ROUTE SECTION
CH28 065

SECTION NUMBER
08-00065-02-RS

PROJECT LOCATION
**CEDAR LAKE ROAD RECONSTRUCTION
 ILLINOIS ROUTE 120 TO NIPPERSINK ROAD**

NO.	REVISIONS / REMARKS	DATE	BY	CHECKED BY	DATE
1		7/7			7/7/2015

NO.	REVISIONS / REMARKS	DATE	BY	CHECKED BY	DATE
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NO.	REVISIONS /
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EXHIBIT F
PLAT OF HIGHWAYS
PARCELS 002, 002TE
COUNTY SECTION 08-00065-02-RS

EXHIBIT G
LEGAL DESCRIPTIONS
FOR THE RIGHT-OF-WAY AND TEMPORARY EASEMENT

Owner Lake County Forest Preserve District
Address 1899 West Winchester Road
Libertyville, Illinois 60048
Route County Highway 28
County Lake
Job No. Cedar Lake Road Reconstruction
(IL 120 to Nippersink Rd)
Parcel No. 002
P.I.N. No. 06-32-100-042
06-29-300-003
06-29-300-005
06-29-300-001
Section 08-00065-02-RS
Station 796+51.71, 69.47' LT to
Station 833+00.27, 70.00 LT
Contract No.
Catalog No.

LEGAL DESCRIPTION

Part of the West Half of the Southwest Quarter of Section 29 and the West Half of the Northwest Quarter of Section 32, Township 45 North, Range 10 East of the Third Principal Meridian, lying in Lake County, State of Illinois more particularly described as follows.

Beginning at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 2654.04 feet to the southeast corner of West Half of said Southwest Quarter; thence continuing South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Northwest Quarter of Section 32, Township 45 North, Range 10 East of the Third Principal Meridian, 446.33 feet; thence North 89 degrees 56 minutes 52 seconds West, 35.08 feet; thence South 00 degrees 20 minutes 38 seconds West, 546.91 feet; thence North 89 degrees 44 minutes 45 seconds West, 16.52 feet; thence North 00 degrees 20 minutes 38 seconds East, 993.76 feet to the north line of said Northwest Quarter of Section 32; thence continuing North 00 degrees 20 minutes 38 seconds East, 1325.25 feet to the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence North 89 degrees 05 minutes 11 seconds West, 30.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 150.00 feet; thence South 89 degrees 05 minutes 11 seconds East, 30.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 1178.53 feet to the north line of the Southwest Quarter of said Section 29; thence South 89 degrees 21 minutes 32 seconds East, 52.00 feet to the Point of Beginning.

Excepting that part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian, more particularly described as follows.

Commencing at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 1328.79 feet to

the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence westerly along the east line of the West Half of the Southwest Quarter of said Section 29 for a distance of 32.13 feet to a point; thence northerly for a distance of 34.01 feet to a point that is 61.28 feet westerly of the historical center line of Cedar Lake Road as measured on a normal line thereto; thence westerly on the last mentioned normal line for a distance of 18.72 feet to a point; thence northerly parallel with the historical center line of said Cedar Lake Road for a distance of 70.0 feet to a point; thence northeasterly for a distance of 59.47 feet to a point that is 47.38 feet westerly of the historical center line of said Cedar Lake Road; thence easterly for a distance of 17.13 feet to the east line of the West Half of the Southwest Quarter of said Section 29; thence southerly along east line of the West Half of the Southwest Quarter of said Section 29 for a distance of 158.72 feet to the Point of Beginning.

Said parcels contain +/- 3.865 Square Acres, all lying in Lake County, State of Illinois.

Owner Lake County Forest Preserve District
Address 1899 West Winchester Road
Libertyville, Illinois 60048
Route County Highway 28
County Lake
Job No. Cedar Lake Road Reconstruction
(IL 120 to Nippersink Rd)
Parcel No. 002TE
P.I.N. No. 06-29-300-001
Section 08-00065-02-RS
Station 819+72.03, 100.00' LT to
Station 821+47.79, 145.00 LT
Contract No.
Catalog No.

LEGAL DESCRIPTION

Part of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian, lying in Lake County, State of Illinois more particularly described as follows.

Commencing at the northeast corner of the West Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian; thence South 00 degrees 20 minutes 38 seconds West along the east line of the West Half of the Southwest Quarter of said Section 29, 1328.79 feet to the south line of the Northwest Quarter of the Southwest Quarter of afore said Section 29; thence North 89 degrees 05 minutes 11 seconds West, 82.00 feet to the Point of Beginning.

From said Point of Beginning; thence North 89 degrees 05 minutes 11 seconds west, 45.00 feet; thence North 00 degrees 20 minutes 38 seconds East, 175.00 feet; thence South 89 degrees 05 minutes 11 seconds East, 75.00 feet; thence South 00 degrees 20 minutes 38 seconds East, 25.00 feet; thence North 89 degrees 05 minutes 11 seconds West, 30.00 feet; thence South 00 degrees 20 minutes 38 seconds West, 150.00 feet to the Point of Beginning.



Said parcel contains +/- 8,625 Square Feet or +/- 0.198 Square Acres, all lying in Lake County, State of Illinois.

EXHIBIT H

GENERAL DEPICTION OF THE LICENSED PREMISES

Exhibit H

Legend

-  Forest Preserve Boundary
-  License Premises



Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
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Prepared using information from:
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18 North County Street
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847-377-2373

0 125 250 500 Feet

2015 Aerial Photo

Map Prepared 20 February 2017

